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M.D.ON-LINE, INC., a New Jersey corporation,	)	UNITED STATES DISTRICT COURT
	)	FOR THE DISTRICT OF NEW JERSEY
Plaintiff,	)	
vs.	)	Civil Action No.
WebMD CORPORATION, t/a EMDEON	)	
CORPORATION, EMDEON BUSINESS	)	
SERVICES, AND EMDEON PRACTICE	)	
SERVICES,	)	
Defendant.	)	

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**VERIFIED COMPLAINT FOR FEDERAL TRADEMARK  
INFRINGEMENT, UNFAIR COMPETITION, AND FALSE  
DESIGNATION OF ORIGIN, AND FOR STATE TRADEMARK INFRINGEMENT AND  
UNFAIR COMPETITION**

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Plaintiff, M.D.On-Line, Inc. ("M.D.On-Line"), by and through its attorneys, alleges as follows:

**NATURE OF THE ACTION**

1. Since its founding in 1995, M.D.On-Line has built an enviable reputation as a premier provider of electronic solutions for healthcare offices. It owns a federal trademark registration for the mark M.D.ON-LINE®, and, for over 10 years, has helped healthcare providers electronically submit claims to insurance companies for payment.

2. M.D.On-Line has exclusively and consistently used the mark M.D.ON-LINE® as its company name and in connection with the brand name for its products and services. M.D.On-

1 Line is recognized as an industry leader, and, as a result of its extensive advertising, marketing,  
2 and promotion of its products and services, the M.D.ON-LINE® mark has developed a great deal  
3 of goodwill and recognition among the medical community and insurance industry, making it a  
4 valuable asset of M.D.On-Line.

5  
6 3. Defendant is the largest electronic clearinghouse for healthcare claims in the U.S.  
7 Defendant accepts the electronic submission of claims both directly from providers and from  
8 intermediaries such as M.D.On-Line. Defendant, under the name WebMD, has for several years  
9 attempted to compete with the M.D.ON-LINE® system by providing a system for healthcare  
10 providers to submit claims to it directly.

11  
12 4. While Defendant and M.D.On-Line are direct competitors in the market for  
13 electronic submission of medical claims to insurance companies for payment, they also have an  
14 ongoing contractual relationship (that is due to expire in June 2006), whereby Defendant acts as  
15 M.D.On-Line's exclusive clearinghouse for healthcare transactions with Defendant's  
16 participating payers.

17  
18 5. On August 5, 2005, Defendant issued a press release announcing that it would be  
19 changing its name from WebMD to "EMDEON," pronounced "M.D.ON." On information and  
20 belief, that corporate name change will officially occur on September 29, 2005.

21  
22 6. Upon information and belief, Defendant's use of the EMDEON/"M.D.ON" name  
23 is likely to cause confusion as to the source of its products and services, and as to the existence  
24 of an affiliation of Defendant with M.D.On-Line. That confusion harms M.D.On-Line's  
25 reputation, and harms M.D.On-Line's goodwill and relationships with its customers.

26  
27 7. M.D.On-Line is forced to bring this action to stop Defendant from confusing  
28 consumers, trading upon its fame and reputation, and harming its valuable goodwill. This action  
seeks preliminary and permanent injunctive relief, monetary relief, and attorneys' fees based on

1 Defendant's (i) infringement of M.D.On-Line's federally registered M.D.ON-LINE® trademark  
 2 in violation of § 32 of the Lanham Trademark Act of 1946, as amended (the "Lanham Act"),  
 3 15 U.S.C. § 1114; and (ii) infringement of M.D.On-Line's common law M.D.ON-LINE™  
 4 trademark and unfair competition in violation of section 43(a) of the Lanham Act,  
 5 15 U.S.C. § 1125(a) and under N.J.S.A. § 56:4-1.  
 6

### 7 JURISDICTION AND VENUE

8 8. This Court has original federal question jurisdiction and supplemental jurisdiction  
 9 over this action under 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331, 1338 & 1367(a), since this case  
 10 arises under the trademark laws of the United States, 15 U.S.C. §§ 1051 *et seq.*  
 11

12 9. Defendant is subject to the personal jurisdiction of this Court because, among  
 13 other things, the Defendant has its principal place of business in New Jersey, a substantial part of  
 14 the events giving rise to this litigation occurred in the state of New Jersey, and the defendant has  
 15 transacted and is presently transacting business in the state of New Jersey.

16 10. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because the  
 17 defendant is doing business in, and can be found in, this District.  
 18

### 19 THE PARTIES

20 11. Plaintiff M.D.On-Line, Inc. ("M.D.On-Line") is a corporation organized and  
 21 existing under the laws of the State of New Jersey with a principal place of business at 4 Campus  
 22 Drive, Parsippany, New Jersey 07054.

23 12. Defendant WebMD Corporation, trading as Emdeon Corporation, Emdeon  
 24 Business Solutions, and Emdeon Practice Services ("Defendant"), is a Delaware corporation  
 25 with a principal place of business at 669 River Drive, Center 2, Elmwood Park, New Jersey  
 26 07404.  
 27  
 28



1 service is delivered by M.D.On-Line through Defendant's electronic clearinghouse in accordance  
2 with the terms of the existing contractual relationship between M.D.On-Line and the Defendant.

3 18. M.D.ON-LINE® products and services are easily installed and require virtually  
4 no user training at the provider office level.

5 19. The M.D.ON-LINE® system's ability to provide a universal, easy-to-install, user  
6 friendly, low-cost way to electronically transmit healthcare claims is unique in the marketplace  
7 and has earned the M.D.ON-LINE® name an excellent reputation and enormous goodwill within  
8 the medical community and insurance industry. The distinguishing feature of M.D.On-Line's  
9 product and service offering is that it is able to bring providers live for the submission of claims  
10 transactions electronically within one day more than 90% of the time.

11 20. The M.D.ON-LINE® system's success has resulted in tremendous growth for the  
12 company. In 2004, M.D.On-Line was named an "Inc. 500 company", an honor bestowed upon  
13 the fastest growing companies in the U.S. In the same year, M.D.On-Line was also ranked as  
14 one of the 500 fastest growing technology companies in North America (Fast500) and the 19<sup>th</sup>  
15 fastest in New Jersey (Fast50) by Deloitte & Touche. M.D.On-Line again won the 19<sup>th</sup> position  
16 for the Fast50 (New Jersey) in 2005, and awaits the 2005 results for the Fast500 and INC500 to  
17 be announced later in the year.

#### 18 **THE VALUABLE M.D.ON-LINE® TRADEMARK**

19 21. For over a decade the M.D.ON-LINE® mark has identified the company  
20 M.D.On-Line and all of its products and services. The M.D.ON-LINE® mark is prominently  
21 featured on the company's website at www.mdon-line.com. The M.D.ON-LINE® mark is also  
22 featured on co-branded websites maintained by M.D.On-Line with several national and regional  
23 insurance companies.

1           22. To protect its valuable name and reputation, M.D.On-Line filed for and obtained a  
2 federal trademark registration for M.D.ON-LINE® for “electronic data submission services  
3 required for electronic processing of claims in the healthcare industry” (Reg. No. 2274698 issued  
4 August 31, 1999). (Attached as Exhibit A)

5  
6           23. Innovation and client responsiveness is a key component of the M.D.ON-LINE®  
7 reputation and success. Accordingly, M.D.On-Line spends an enormous portion of its annual  
8 budget developing and promoting its products and services offered under the M.D.ON-LINE®  
9 mark. M.D.On-Line’s internal sales force is small, and therefore it conducts the majority of its  
10 business solicitation over the telephone.

11           24. The M.D.ON-LINE® mark is promoted not only by M.D.On-Line, but also by  
12 some of the largest insurance companies and third party payers in the country, showing this  
13 mark’s credibility and goodwill in the industry and with healthcare related organizations. For  
14 example, M.D.ON-LINE® services are available at web pages co-branded with companies such  
15 as HealthNet, Oxford Health Plans, Blue Cross/Blue Shield Louisiana, Blue Cross/Blue Shield  
16 Mississippi and Managed Health Network. M.D.On-Line’s mark also appears prominently with  
17 a link on the websites of the American Chiropractic Association and the Professional Association  
18 of Health Care Management. As such, it is clear that the M.D.ON-LINE® mark has gained  
19 national prominence and recognition. (Exhibit B)

20  
21  
22           25. Because its internal sales force is small, M.D.On-Line also uses contracted  
23 telemarketers to generate business leads. Using the M.D.ON-LINE® name, the telemarketers  
24 call healthcare providers and inquire into their electronic claims submission experiences and  
25 needs. They then seek to solicit a telephone order for M.D.ON-LINE® products or services.

26           26. A significant portion of M.D.On-Line’s business comes from word-of-mouth  
27 referrals from healthcare providers or other entities that serve this industry. Healthcare providers  
28

1 and their staff often trade experiences and opinions regarding vendors, such as M.D.On-Line and  
2 Defendant. Such communications are often informal and oral. Other entities that serve the  
3 healthcare industry include those that sell computer equipment and systems such as practice  
4 management software. Many of these companies, when asked by healthcare providers for  
5 recommendations for a claims submission service, will answer "M.D.ON-LINE" as a result of  
6 Plaintiff's reputation in the industry and good relationships with these companies.  
7

8 **DEFENDANT'S UNSUCCESSFUL ATTEMPTS**  
9 **TO FAIRLY COMPETE WITH M.D.ON-LINE**

10 27. Defendant is a large publicly traded corporation that has developed and acquired a  
11 significant presence in the same market space where M.D.On-Line operates.

12 28. Specifically, Defendant is the largest single electronic clearinghouse for  
13 healthcare claims in the U.S. In its role as an electronic claims clearinghouse, Defendant accepts  
14 the electronic submission of claims both directly from providers and from intermediaries such as  
15 M.D.On-Line.

16 29. Defendant is known in the industry for growth through acquisition. It has  
17 acquired many other companies in the healthcare transaction services industry over the past eight  
18 years. The acquired companies were often competitors of Defendant. These acquisitions have  
19 resulted in frequent name changes within the Defendant's corporate group as it often continues to  
20 use the acquired company's name for some time after the acquisition is finalized.  
21

22 30. For many years, M.D.On-Line has had an ongoing contractual relationship with  
23 Defendant, whereby M.D.On-Line aggregates claims from providers and billing companies and  
24 transmits them through Defendant's clearinghouse to third party payers. Under this arrangement,  
25 M.D.On-Line is compensated for claims by Defendant in the form of a rebate based on claims  
26 volume.  
27  
28

1           31. Defendant has for several years attempted to compete with the M.D.ON-LINE®  
2 system by providing its own systems for healthcare providers to submit claims to it directly  
3 (“EnLine Companion” and “Desktop Capture” were two such products). These systems have  
4 never proven themselves effective competition at converting customers to a live status  
5 (capability to transmit their claims electronically) in as timely a manner as M.D.On-Line’s  
6 technology. The difficulty encountered by Defendant’s inability to develop a product as efficient  
7 as M.D.On-Line’s product has frustrated healthcare providers and payers, and has tarnished  
8 Defendant’s name in this niche of the industry.  
9

10           32. M.D.On-Line has created a standard where conversion of a customer to live status  
11 takes place within minutes, as compared to its understanding of weeks to months for Defendant’s  
12 competing products. (See Exhibit C) Additionally, as recently as early 2004, Defendant ran a  
13 pilot program with M.D.On-Line in the state of Illinois in which Defendant provided sales leads  
14 to M.D.On-Line for the express purpose of demonstrating the conversion speed capabilities of  
15 the M.D.On-Line system. (Exhibit D)  
16

17           33. The relevant consumer/client for the competitive products and services offered by  
18 M.D.On-Line and Defendant is comprised of healthcare providers wishing to submit claims  
19 electronically and third party payers/insurance companies wishing to receive claims  
20 electronically from providers.  
21

22                   **DEFENDANT’S ATTEMPT TO FREE-RIDE**  
23                   **ON THE M.D.ON-LINE® REPUTATION**

24           34. Because of the success enjoyed by M.D.On-Line, Defendant has, on several  
25 occasions, approached M.D.On-Line about the possibility of acquiring the company or its  
26 business and/or partnering for product offerings. Although these talks have never progressed far,  
27 it is clear that Defendant is extremely familiar with M.D.On-Line, the value of its services and  
28 goodwill, and its excellent reputation in the industry.



1           35. On August 5, 2005 Defendant publicly announced that it would be changing its  
2 name to "Emdeon," pronounced "M.D.ON." The legal entity will officially change from  
3 WebMD Corp. to Emdeon Corporation on September 29, 2005.

4           36. Defendant scheduled a telephone call with M.D.On-Line personnel for the  
5 afternoon of Friday, August 5, 2005. In that call, Defendant's employee Ms. Richelle Hill  
6 explained the new EMDEON/"M.D.ON" name by first describing its spelling and origination,  
7 allegedly a combination of prior corporate names. M.D.On-Line personnel on the call  
8 immediately objected to the EMDEON/"M.D.ON" name, expressing their concern about the  
9 name's phonetic similarity to the M.D.ON-LINE® trademark and trade name. (Exhibit E). Ms.  
10 Hill promised to bring these concerns to the attention of Defendant's upper management that  
11 day. (*Id.*)

12           37. Not having received a substantive response to its concerns by Tuesday, August  
13 9<sup>th</sup>, M.D.On-Line's counsel sent a formal cease and desist letter to Defendant requesting a  
14 substantive response to its concerns by Friday August 12th. This letter was delivered on  
15 Wednesday August 10, 2005. After the close of business August 12, 2005 Defendant's counsel  
16 indicated in a letter that it would take no remedial action.

17           38. Defendant's CEO again confirmed on August 17, 2005 in a telephone meeting  
18 with M.D.On-Line's CEO that Defendant would not abandon its scheme to use the  
19 EMDEON/"M.D.ON" name.

20           39. Defendant's use of the EMDEON/"M.D.ON" name in commerce began long after  
21 the M.D.ONLINE® mark was registered and became famous.

22           40. Upon information and belief, Defendant had actual knowledge of M.D.On-Line's  
23 prior use of and rights in the M.D.ONLINE® mark, and despite M.D.On-Line's demands that  
24

1 Defendant cease using the EMDEON/"M.D.ON" name, Defendant continues to use this name,  
2 which is likely to cause confusion in the relevant market.

3 41. Upon information and belief, Defendant's adoption of the EMDEON/"M.D.ON"  
4 name was either done knowingly or with reckless disregard for the confusion it is creating and  
5 will continue to create in the marketplace.  
6

7 **DAMAGE CAUSED BY DEFENDANT'S INFRINGEMENT**

8 42. Since the announcement by Defendant of its new corporate identity, M.D.On-Line  
9 has received calls from several third party payers that expressed concern with the confusion they  
10 believe is created by Defendant's rebranding to EMDEON/"M.D.ON." In addition, leading  
11 consultants in the field of electronic healthcare transactions have expressed a similar concern to  
12 M.D.On-Line.  
13

14 43. Defendant adopted and used the EMDEON/"M.D.ON" business name without the  
15 consent of M.D.On-Line and with the bad faith intent to cause confusion and mistake, and to  
16 deceive customers as to the source of origin of EMDEON's services, profit from the M.D.ON-  
17 LINE® mark, misleadingly divert consumers seeking M.D.On-Line's services to  
18 EMDEON/"M.D.ON", trade upon the goodwill and substantial customer recognition associated  
19 with the M.D.ON-LINE® mark, and has acted otherwise with reckless disregard for  
20 M.D.Online's rights in and to the M.D.ON-LINE® mark.  
21

22 44. By its use of the EMDEON/"M.D.ON" name in interstate commerce without the  
23 consent of M.D.On-Line, Defendant has caused a likelihood of confusion and has infringed the  
24 M.D.ON-LINE® mark and Registration, and has falsely designated its goods and services as  
25 originating with M.D.On-Line, diluted the distinctiveness and value of M.D.On-Line's exclusive  
26 rights in the famous M.D.ON-LINE® mark, created a likelihood of severe injury to M.D.On-  
27 Line's business reputation, caused a likelihood of customer confusion as to the source of origin  
28

1 of the business conducted by Defendant, falsely suggested an affiliation with M.D.On-Line  
2 where none exists, engaged in practices materially misleading to the public, and engaged in an  
3 unfair method of competition.

4 45. By reason of its acts, Defendant has wrongfully earned profits and capitalized on  
5 the goodwill and reputation of M.D.On-Line, and M.D.On-Line has suffered damage and  
6 irreparable injury. Defendant's acts will result in further damage and irreparable injury if this  
7 Court does not restrain Defendant from further violation of M.D.On-Line's rights. M.D.On-Line  
8 has no adequate remedy at law.

10 **FIRST CLAIM FOR RELIEF**

11 **(Federal Statutory Trademark Infringement)**

12 46. M.D.On-Line realleges and incorporates by reference the above paragraphs 1-45  
13 as if fully set forth herein.

14 47. Defendant had actual notice or knowledge, or constructive notice, of M.D.On-  
15 Line's ownership and registration of the M.D.ON-LINE® mark, pursuant to 15 U.S.C. § 1072,  
16 prior to Defendant's adoption and use of the EMDEON/"M.D.ON" mark, trade name, and  
17 domain name in connection with advertising, marketing, distribution, or sale of Defendant's  
18 goods and services.

19 48. On information and belief, Defendant intentionally, deliberately, and willfully  
20 used and is using the EMDEON/"M.D.ON" name and mark in connection with advertising,  
21 marketing, distribution, and sale of Defendant's goods and services in an attempt to trade on the  
22 goodwill, reputation, and selling power established by M.D.On-Line under the M.D.ON-LINE®  
23 mark.

24 49. On information and belief, the goods and services advertised, marketed,  
25 distributed, or sold by Defendant under the EMDEON/"M.D.ON" mark, trade name, and  
26

1 domain name are moving and will continue to move through the same channels of trade as  
2 M.D.On-Line's, and are being advertised and marketed and will continue to be advertised and  
3 marketed through the same channels of advertising and marketing as M.D.On-Line's, including  
4 over the telephone, and to the same consumers as M.D.On-Line's goods and services that are  
5 advertised, marketed, distributed, and sold under the M.D.ON-LINE® mark. In fact, several  
6 major insurance companies periodically provide both M.D.On-Line and the Defendant with lists  
7 of providers to contact for purposes of converting them to an electronic system for the  
8 submission of claims. Thus, it is clear that, on an ongoing basis, both M.D.On-Line and the  
9 Defendant will be marketing directly to the same group of providers, offering directly  
10 competing products and services.  
11

12 50. M.D.On-Line has not consented to Defendant's use of the EMDEON/"M.D.ON"  
13 mark, trade name, or domain name.  
14

15 51. Defendant's unauthorized use of the EMDEON/"M.D.ON" mark, trade name, and  
16 domain name falsely indicates to consumers that Defendant's goods and services are in some  
17 manner affiliated or connected with, sponsored by, or related to M.D.On-Line, and the products  
18 and services of M.D.On-Line.  
19

20 52. Defendant's unauthorized use of the EMDEON/"M.D.ON" mark, trade name, and  
21 -domain name causes consumers to be confused as to the source, nature, and quality of the goods  
22 and services advertised, marketed, distributed, and sold by Defendant under the  
23 EMDEON/"M.D.ON" name and mark.

24 53. Defendant's unauthorized use of the EMDEON/"M.D.ON" mark, trade name and  
25 domain name in connection with the advertising, marketing, distribution, or sale of its goods  
26 and services allows, and will continue to allow, Defendant to receive the benefit of the goodwill  
27 established at great labor and expense by M.D.On-Line and to gain acceptance of Defendant's  
28

1 services, not based on the merits of those goods and services, but on M.D.On-Line's reputation  
2 and goodwill.

3 54. Defendant's unauthorized use of the EMDEON/"M.D.ON" mark, trade name and  
4 domain name in connection with the advertising, marketing, distribution, or sale of its goods  
5 and services deprives M.D.On-Line of the ability to control the consumer perception of the  
6 quality of the goods and services marketed under the M.D.ON-LINE® mark, and places  
7 M.D.On-Line's valuable reputation and goodwill in the hands of Defendant, over whom  
8 M.D.On-Line has no control.

9  
10 55. The aforementioned acts of Defendant constitute federal trademark infringement  
11 in violation of in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114.

12  
13 56. The intentional nature of the aforementioned acts of Defendant makes this an  
14 exceptional case pursuant to 15 U.S.C. § 1117(a).

15 57. M.D.On-Line has been, is now, and will be irreparably injured and damaged by  
16 Defendant's trademark infringement insofar as the public has been and/or is deceived into  
17 believing that the services marketed by Defendant are connected with, sponsored by, affiliated  
18 with, or related to M.D.On-Line.

19 58. Defendant's conduct has damaged M.D.On-Line and will, unless enjoined by the  
20 Court, further impair the value of M.D.On-Line's name, reputation, and goodwill. This harm  
21 constitutes an injury for which M.D.On-Line has no adequate remedy at law.  
22

23  
24 **SECOND CLAIM FOR RELIEF**

25 **(Federal Unfair Competition and False Designation of Origin)**

26 59. M.D.On-Line realleges and incorporates the preceding paragraphs 1-58 as if fully  
27 set forth herein.  
28



1           65.     The nature of the goods and services offered by Defendant falls within the scope  
2 of the goods and services provided by M.D.On-Line, and serves to further any and all  
3 unwarranted affiliation, connection, or association between M.D.On-Line and  
4 EMDEON/"M.D.ON".

5  
6           66.     By reason of the foregoing, Defendant has infringed and is continuing to infringe  
7 on M.D.On-Line's rights to and in its M.D.ON-LINE® mark and trade name in violation of  
8 N.J.S.A. 56:3-13.16, and the common law of the State of New Jersey, N.J.S.A. 56:3-13.13.

9           67.     Defendant's conduct, as set forth above, has been and continues to be intentional  
10 and willful.

11           68.     Defendant's aforementioned unlawful conduct has caused and will continue to  
12 cause M.D.On-Line substantial and irreparable injury, including but not limited to injury to its  
13 goodwill and reputation as a provider of high quality goods and services. M.D.On-Line has no  
14 adequate remedy at law for Defendant's acts of infringement.

15  
16           69.     M.D.On-Line is entitled to injunctive relief pursuant to N.J.S.A. 56:3-13.16,  
17 enjoining and restraining Defendant from engaging in further infringing acts.

18  
19  
20                   **FOURTH CLAIM FOR RELIEF**

21                   **(Unprivileged Imitation and Unfair Competition Under New Jersey Law)**

22           70.     M.D.On-Line realleges and incorporates by reference all of the allegations set  
23 forth in paragraphs 1-69 of this Complaint, as if fully set forth herein.

24           71.     Defendant's unauthorized and unlawful conduct as set forth above amounts to an  
25 intentional misappropriation of M.D.On-Line's significant commercial advantage. As such,  
26 Defendant's conduct constitutes unfair competition in violation of N.J.S.A. 56:4-1 and the  
27 common law of the State of New Jersey.  
28

72. Such acts of unfair competition and unprivileged imitation have caused and, unless and until Defendant is enjoined by this Court, will continue to cause M.D.On-Line irreparable harm. M.D.On-Line has no adequate remedy at law for such acts of unfair competition.

73. M.D.On-Line is entitled to injunctive relief, enjoining and restraining Defendant from engaging in further unfair competition.

74. The New Jersey statute prohibiting unprivileged imitation and unfair competition is the State equivalent of the section of the Lanham Act pertaining to false designation of origin, and violation of that section of the Lanham Act leads to a finding of liability under the New Jersey statute as a matter of law.

#### **PRAYER FOR RELIEF**

WHEREFORE, M.D.On-Line prays for judgment in its favor and against Defendant as follows:

A. Preliminarily and permanently enjoin Defendant, its servants, officers, directors, shareholders, agents and employees, attorneys, successors, assigns, and all other persons in active concert or participation with Defendant, and its successors and assigns pursuant to 15 U.S.C. § 1116(a) or otherwise from directly or indirectly: -

- (1) using in the advertisement (including signage and on the Internet), promotion, offering for sale, or sale of any marks or names (including company or corporate names) including the EMDEON/"M.D.ON" mark or any other name or mark confusingly similar to, encompassing, or likely to dilute or detract from the M.D.ON-LINE® mark;



- (2) expressly or impliedly representing themselves to existing or potential customers, suppliers, distributors, or the public as affiliated in any way with M.D.On-Line;
- (3) representing by words or conduct that any product or service provided, offered for sale, sold, advertised, or rendered by Defendant is supplied, authorized, sponsored, endorsed by, or otherwise connected with M.D.On-Line;
- (4) otherwise infringing the M.D.ON-LINE® mark; or
- (5) otherwise competing unfairly with M.D.On-Line in any manner or otherwise trading off M.D.On-Line's goodwill and business reputation or misappropriating M.D.On-Line's exclusive rights in its M.D.ON-LINE® mark.

B. Order Defendant to deliver up for destruction all labels, signs, prints, insignia, letterhead, brochures, business cards, invoices and any other written or recorded material or advertisements in its possession or control containing the EMDEON/"M.D.ON" name, or any other mark confusingly similar to or encompassing the M.D.ON-LINE® mark pursuant to 15 U.S.C. § 1118 or otherwise.

C. Ordering Defendant to file with this Court and serve on M.D.On-Line within thirty (30) days from the date of entry of any restraining order and/or injunction, a report in writing, under oath, setting forth in detail the manner and form in which Defendant has complied with the terms of the injunction in accordance with 15 U.S.C. § 1116 and otherwise.

D. Direct Defendant to transfer the registration for the domain names www.emdeon.com, www.emdeon.net, www.emdeon.org, and www.emdeon.us to M.D.On-

1 Line and to refrain from registering any other domain names using or employing any mark  
2 confusingly similar to M.D.ON-LINE® or likely to dilute or detract from the mark M.D.ON-  
3 LINE®;

4 E. Ordering Defendant to conduct advertising to correct the confusion caused by its  
5 use of the EMDEON/“M.D.ON” name.  
6

7 F. Ordering Defendant to pay M.D.On-Line:

- 8 (1) all profits, gains and advantages obtained from Defendant’s unlawful  
9 conduct, including lost profits and corrective advertising damages in an  
10 amount to be determined at trial, as provided in 15 U.S.C. § 1117, and  
11 otherwise;  
12  
13 (2) all monetary damages sustained and to be sustained as a consequence of  
14 Defendant’s unlawful conduct, including lost profits and corrective  
15 advertising damages, in an amount to be determined at trial pursuant to 15  
16 U.S.C. § 1117, and otherwise;  
17  
18 (3) the cost of advertising necessary to correct the confusion caused by  
19 Defendant’s use of the EMDEON/“M.D.ON” name; and  
20  
21 (4) M.D.On-Line’s costs and disbursements of this action, including  
22 reasonable attorneys’ fees pursuant to 15 U.S.C. § 1117(a) or otherwise.

23 G. Finding Defendant’s actions to have been willful, and therefore order that  
24 Defendant’s profits or plaintiff’s damages, whichever is greater, be trebled as provided under  
25 15 U.S.C. § 1117(b) and under N.J.S.A. 56:3-13.16(d) and 56:4-2.

26 H. Awarding interest on the above damages awards.

27 I. Assessing court costs against Defendant.

28 J. Awarding such other relief as this Court may deem just and proper.

**JURY DEMAND**

Pursuant to Federal Rule of Civil Procedure 38(b), M.D.On-Line demands a trial by jury.

**ATTORNEY STATEMENT PURSUANT TO LOCAL RULE 201.1(d)(3)**

Pursuant to Local Rule 201.1(d)(3), the undersigned, attorney of record for plaintiff M.D.On-Line, Inc., a New Jersey corporation, hereby certifies and declares that the damages recoverable by M.D.On-Line in this action exceed the sum of \$150,000.00, exclusive of interest and costs of suit, and of any claim for punitive, exemplary or treble damages.

I hereby declare using penalty of perjury that the foregoing statements are true and correct pursuant to 28 U.S.C. § 1746.

Dated: August 18, 2005.

CLEMENTE, MUELLER & TOBIA, P.A.



Jonathan D. Clemente, Esq.  
P.O. Box 1296  
Morristown, New Jersey 07962-1296

OF COUNSEL:  
LEWIS AND ROCA LLP  
40 North Central Ave.  
Phoenix, Arizona 85004-4429  
Attorneys for Plaintiff

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**VERIFICATION**

William Bartzak, of full age, certifies as follows:

I am the President of M.D.On-Line, Inc. and am its duly authorized representative for purposes of providing this Verification.

I have read the Verified Complaint and the facts set forth therein are true and accurate based upon my personal knowledge.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me is willfully false, I am subject to punishment.



William Bartzak

August 8, 2005

# Exhibit A

The United States of America



CERTIFICATE OF REGISTRATION  
PRINCIPAL REGISTER

*The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.*

*The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office, that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks, and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.*

*A copy of the Mark and pertinent data from the application are a part of this certificate.*

*This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.*



*L. Todd Tichman*

Acting Commissioner of Patents and Trademarks

Int. Cl.: 36

Prior U.S. Cls.: 100, 101, and 102

Reg. No. 2,274,698

**United States Patent and Trademark Office**

Registered Aug. 31, 1999

**SERVICE MARK  
PRINCIPAL REGISTER**

**M.D. ON-LINE**

M.D. ON-LINE, INC. (NEW JERSEY CORPORATION)  
P.O. BOX 482  
BERNARDSVILLE, NJ 07924

FOR: ELECTRONIC DATA TRANSMISSION  
SERVICES REQUIRED FOR ELECTRONIC  
PROCESSING OF CLAIMS IN THE HEALTH  
CARE INDUSTRY, IN CLASS 36 (U.S. CLS. 100,  
101 AND 102).

FIRST USE 1-1-1996; IN COMMERCE  
1-1-1996.

NO CLAIM IS MADE TO THE EXCLUSIVE  
RIGHT TO USE "ON-LINE", APART FROM  
THE MARK AS SHOWN.

SN 74-713,687, FILED 8-10-1995.

DOMINIC J. FERRAIUOLO, EXAMINING AT-  
TORNEY

## Maintenance Requirements

**Section 8:** This registration will be cancelled after six (6) years by the Commissioner of Patents and Trademarks, *UNLESS, before the end of the sixth year following the date of registration shown on this certificate*, the registrant files in the U.S. Patent and Trademark Office an affidavit of continued use as required by Section 8 of the Trademark Act of 1946, 15 U.S.C. §1058, as Amended. **It is recommended that the Registrant contact the Patent and Trademark Office approximately five years after the date shown on this registration to determine the requirements and fees for filing a Section 8 affidavit that are in effect at that time.** Currently a fee and a specimen showing how the mark is used in commerce are required for *each* international class of goods and/or services identified in the certificate of registration and both must be enclosed with the affidavit.

**Section 9:** This registration will expire by law after ten (10) years, *UNLESS, before the end of the tenth year following the date of registration shown on this certificate*, the registrant files in the U.S. Patent and Trademark Office an application for renewal of the registration as required by Section 9 of the Trademark Act of 1946, 15 U.S.C. §1059, as Amended. **It is recommended that the Registrant contact the Patent and Trademark Office approximately nine years after the date shown on this registration to determine the requirements and fees for filing a Section 9 application for renewal that are in effect at that time.** Currently a fee and a specimen showing how the mark is used in commerce are required for *each* international class of goods and/or services identified in the certificate of registration and both must be enclosed with the application for renewal.



# Exhibit B

**MD.ON-LINE**

Search MD

For Payers

For Providers

For Claims

For Companies

For Patients

## Information for Payers

**MD On-Line has a proven track record** of converting paper submitters to electronic submitters by working closely and providers. We work with both regional and national payers to create successful initiatives that result in reaching EDI

**MD On-Line works with insurance companies to create custom conversion programs.** Your providers will have a branded version of the MD On-Line site, displaying your corporate logo and exclusive promotions. This offers your providers a portal through which they can submit all their claims electronically.

*"MD On-Line has been a critical component in BCB&LA achieving its electronic goals over the past several years."*

- Doug Jerome, Director EDI  
Blue Cross Blue Shield of Louisiana

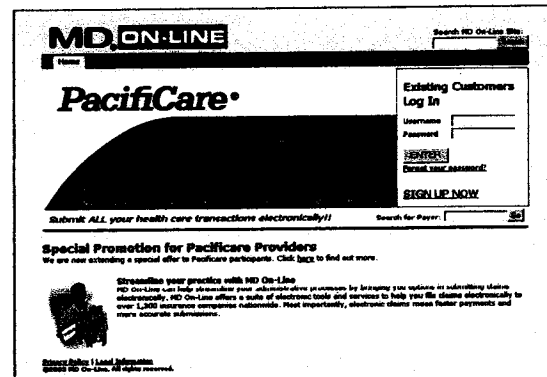
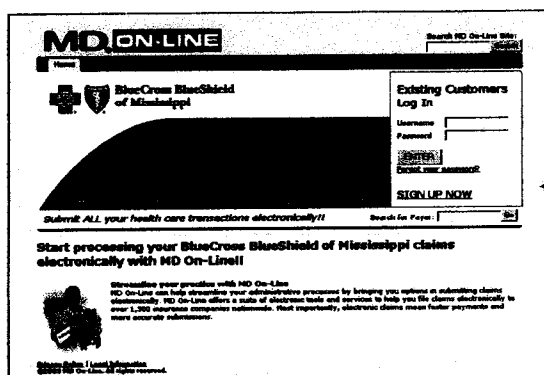
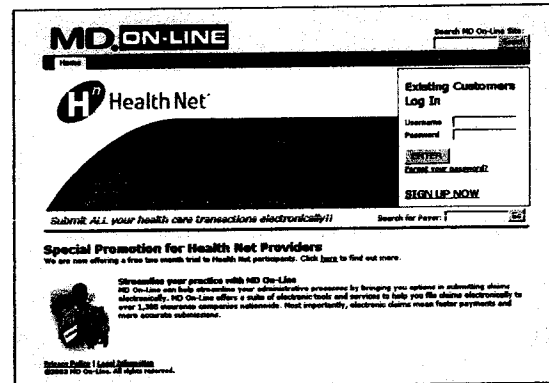
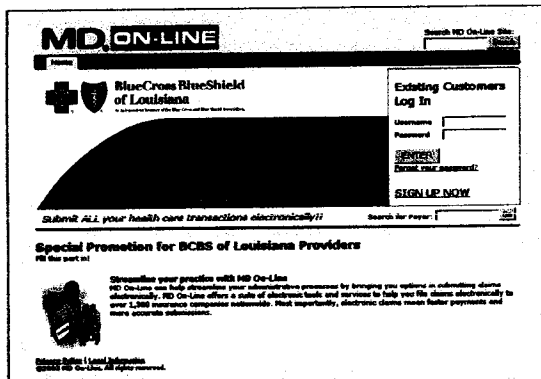
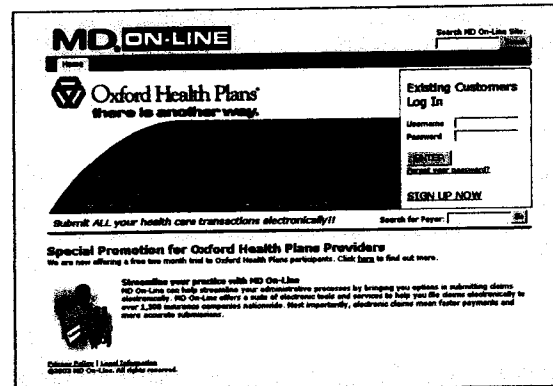
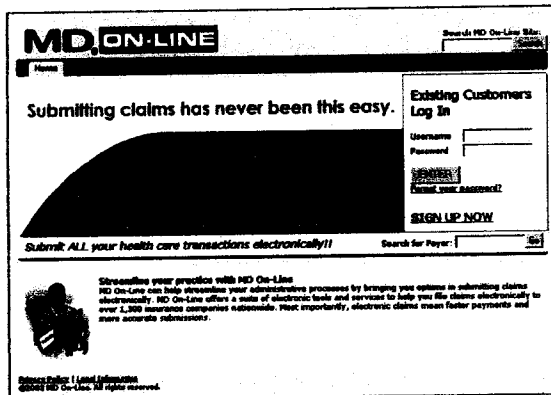
To view cobranded website homepage samples, click [here](#).

### Your Logo Here!

Cobrand with MD On-Line...  
For custom designs and advertisements  
And to give your providers quick access to every payer in the country

**For additional information** please contact Nick Dannenbaum, Vice President of Sales, at **888-499-5465**.

[Privacy Policy](#) | [Legal Information](#)  
©2004 MD On-Line. All rights reserved.



*Start processing claims  
electronically with  
MD On-Line and  
start Saving today.*



To place an order or for  
additional information call  
**888-499-5465**  
[www.mdon-line.com](http://www.mdon-line.com)

**DELL**

Start processing claims electronically with MD On-Line and you will be able to submit claims to UnitedHealthcare and over 1,300 additional Payers. MD On-Line offers a suite of electronic tools and services to help you file claims to over 1,300 insurance companies nationwide. Most importantly, electronic claims mean:

- more accurate submissions
- less manual follow-ups
- quicker payments and improved cash flow

Select a service that meets *your* specific needs

***If you currently use a practice management system, but do not file claims electronically:***

Our WinLink & WebLink products work in conjunction with your practice management software and can be ready to use in minutes. Submission of claims is handled via a modem line with our WinLink software, or via the Internet with our WebLink application.

**Cost:** \$49.99 per month for unlimited filing of Participating claims – call today and your one time setup and first 2 months are Free (additional fees may apply for non-participating claims).

***If you don't use a practice management system, but have a computer in your office that has Internet access:***

Our LINK1500 product allows you to simply submit claims on the Internet by filling out an on-line version of the HCFA-1500 form. The process is fast and easy and the system tracks all your submissions. LINK1500 includes valid coding selections, field edits and a secure patient database.

**Cost:** \$69.99 per month for unlimited filing of Participating claims – call today and your one time setup and first 2 months are Free (additional fees may apply for non-participating claims).

***If you don't have a computer in your office, or if yours is outdated:***

We have arranged a special financing offer with Dell Financial Services that will allow you to purchase or lease a Dell computer, one of the most trusted and reliable names in the business. Our LINK1500 product will then allow you to submit claims on the Internet by filling out an on-line version of the HCFA-1500 form.

**MD  
ON-LINE®**



---

## SUBMIT YOUR MEDICAL CLAIMS ELECTRONICALLY TO



### AND TO OVER 1,500 ADDITIONAL PAYERS!

MD On-Line is offering an All-Payer electronic claims solution for your office. When you join this program, we will provide you with a solution to submit unlimited electronic claims to UnitedHealthcare and over 1,500 other participating payers, for a low monthly fee starting at just \$49.99.

MD On-Line's suite of electronic tools and services can assist your office in submitting claims electronically, regardless of your current office technology. The attached flyer has the details of this great offer and we will have your office filing claims electronically in no time!

As a UnitedHealthcare client, you will receive this **SPECIAL OFFER**:

**\$99 Software - FREE!**

**Your First Two Months of Service - FREE!**

**(An incredible savings of over \$198.00!)**

Call MD On-Line today @ **888-499-5465** to order your Link solution  
or fax the information below to **973-734-9910**

Upon receipt of your fax request, an MD On-Line representative will contact your office to answer any question and explain all the details of this great offer.

Office Name: \_\_\_\_\_

Contact Name and Position: \_\_\_\_\_

Phone #: \_\_\_\_\_

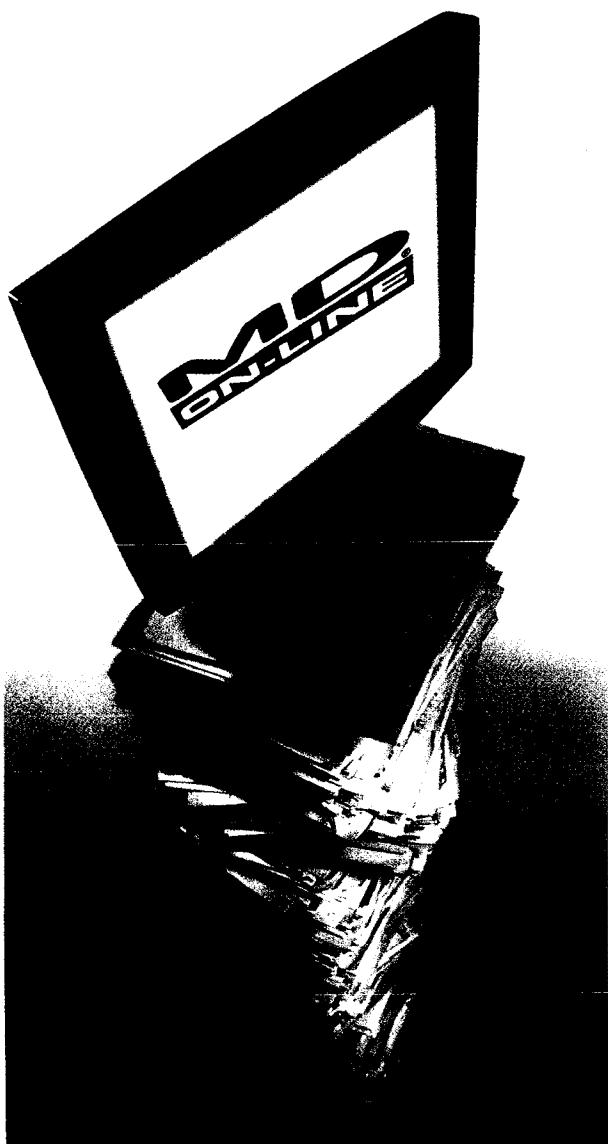
Fax #: \_\_\_\_\_

Best time to call: \_\_\_\_\_

Internet Access: YES or NO

Practice Management System: \_\_\_\_\_

*Submitting healthcare transactions electronically has never been this easy.*



To place an order or for additional information call

**888-499-5465**

or log on to [www.mdon-line.com](http://www.mdon-line.com)

Aetna and MD On-Line are working collaboratively to bring you an **All-Payer** electronic claims solution. MD On-Line offers a suite of electronic tools and services to help you file claims to over 1,500 payers nationwide. Most importantly, electronic claims mean:

- **Greater accuracy of submissions**
- **Fewer manual follow-ups**
- **Instant reports on claims transmitted**
- **Quicker reimbursement**

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### Select a service that meets *your* specific needs

#### ***If you currently use a practice management system, but do not file claims electronically:***

Our WinLink and WebLink products work in conjunction with your practice management software and can be ready to use in minutes. Submission of claims is handled via a modem line with our WinLink software, or via the Internet with our WebLink application.

**Cost:** \$49.99 per month for unlimited filing of Participating claims – call today and your first 2 months of service and one time setup fee of \$99.00 are Free (additional fees may apply for non-participating claims).

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**MD**  
**ON-LINE®**



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## **SUBMIT YOUR MEDICAL CLAIMS ELECTRONICALLY TO X Aetna™ AND TO OVER 1,500 ADDITIONAL PAYERS!**

MD On-Line is offering an All-Payer electronic claims solution for your office. When you join this program, you will be provided with a solution to submit unlimited Participating electronic claims to Aetna as well as 1,500 other Payers, for a low monthly fee of just \$49.99.

MD On-Line's suite of electronic tools and services can assist your office in submitting claims electronically, whatever your current office technology. The attached flyer has all of the details of this great offer and will have your office filing claims electronically in no time!

As an Aetna-sponsored provider, we can provide this **SPECIAL OFFER**:

**\$99 Software - FREE!**

**Your First Two Months of Service - FREE!**

**(An incredible savings of over \$198.00!)**

Call MD On-Line today @ 888-499-5465 to order our Link software  
or fax the information below to 973-734-9910

A Representative from MD On-Line will then contact your office to answer any questions you may have and explain all the details of this great offer. You may also visit us on the web at [www.mdon-line.com](http://www.mdon-line.com)

Office Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

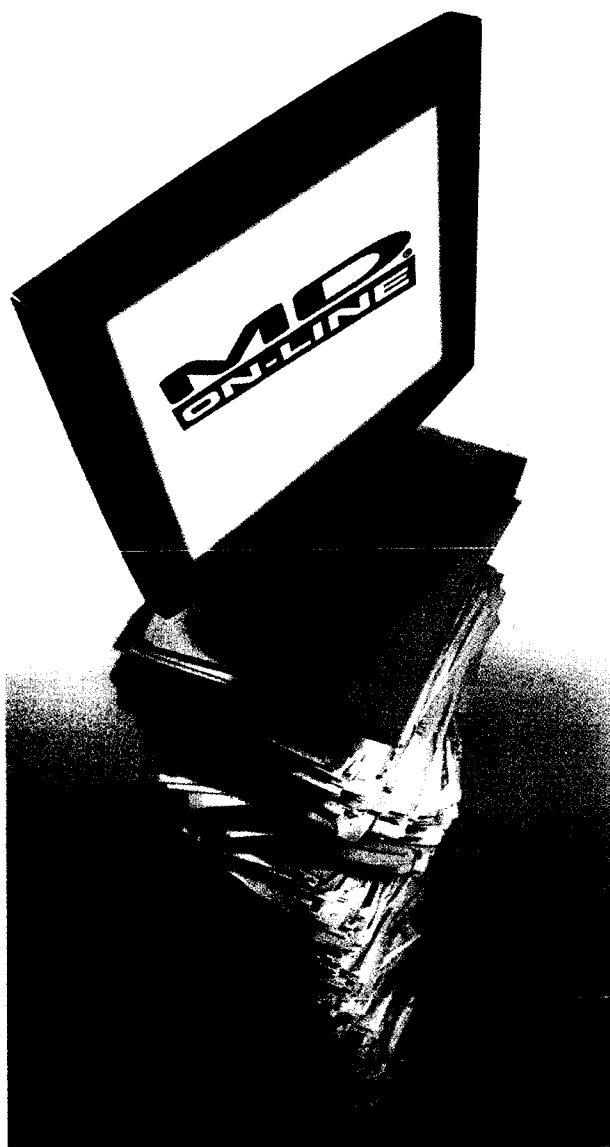
Fax #: \_\_\_\_\_

State: \_\_\_\_\_

Best time to call: \_\_\_\_\_

Practice Management System: \_\_\_\_\_

*Start processing claims  
electronically with  
MD On-Line and  
start Saving today.*



**To place an order or for  
additional information call  
888-499-5465  
or visit us at  
[www.healthnetmdol.com](http://www.healthnetmdol.com)**

**DELL**

  
**Health Net<sup>®</sup>**

**MD  
ON-LINE<sup>®</sup>**

HealthNet and MD On-Line are working collaboratively to bring you an **All-Payer** electronic claims solution. MD On-Line offers a suite of electronic tools and services to help you file claims to over 1,300 payers nationwide. Most importantly, electronic claims mean:

- **Greater accuracy of submissions**
- **Fewer manual follow-ups**
- **Instant reports on claims transmitted**
- **Quicker reimbursement**

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## SUBMIT YOUR MEDICAL CLAIMS ELECTRONICALLY TO HEALTH NET AND OVER 1,500 OTHER PAYERS!

Health Net has partnered with MD On-Line, a leader in electronic claims processing, to provide your office with an All-Payer claims solution via the Health Net website.

This notice explains how you can submit your claims to Health Net and over 1,500 other participating payers nationwide, for a low monthly fee starting at just \$49.99!

MD On-Line's suite of products and services can assist your office in submitting electronic claims, whatever your technology level may be today.

The attached flyer has all of the details of this great offer and will have your office filing claims electronically fast!

*Your office was selected for this notice because Health Net records indicate that you submit a high volume of paper claims. As you know, paper transactions are the most costly to submit and process. In fact, industry estimates indicate that the average provider office submitting 300 claims per month can save \$1.95 per claim, \$585 per month, by switching to electronic claims submission.*

As a Health Net sponsored Provider, you can receive this **SPECIAL OFFER**:

**\$99 Startup Fee – FREE!**

**Two Months Service\* - FREE!**

**(A Savings of over \$198.00!)**

Visit Health Net's website at [www.healthnet.com](http://www.healthnet.com) now to obtain information on how to participate in this valuable offer and register for MD On-Line's Link solution or just call MD On-Line today @ 888-499-5465 for assistance and more information.

**To speed the process even more, simply fax this completed form to 973-734-9910**

*(Upon receipt, MD On-Line will contact you to explain all the details of this great offer)*

**Practice Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

Health Net is not a licensee or a licensor of software and neither guarantees the performance of such nor shall be liable for any damages related to use of software. For help regarding installation or operation of software, contact MD On-Line. \* Monthly Minimum fee of \$49.99 for 2 months.



***SUBMIT YOUR MEDICAL CLAIMS ELECTRONICALLY  
VIA THE PAHCOM WEBSITE, USING MD ON-LINE,  
A LEADER IN THE ELECTRONIC CLAIMS INDUSTRY!***

In partnership since 2000, PAHCOM and MD On-Line can provide your office with an electronic solution to claims submission.

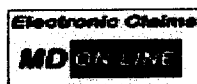
MD On-Line is now offering PAHCOM members the ability to electronically submit unlimited participating payer claims, for as low as **\$49.99** a month!\*

Respond to this mailing or register via the PAHCOM website and the regular startup fee will be waived (a \$99 value). In addition, you will receive your first 30 days of service - **FREE!!**

MD On-Line will also subsidize your next year's PAHCOM dues. This amounts to an incredible **savings of over \$300.00!**

**Important Reminder!** MD On-Line will contribute 2¢ to the PAHCOM National Scholarship Fund for every claim you submit through them!

Please visit [www.pahcom.com](http://www.pahcom.com) and click on



You may either call MD On-Line at 888-499-5465 to speak to a Sales Representative or fax this completed form to **973-734-9910** for a speedy response.

Office Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Practice Management System: \_\_\_\_\_

Best time to call: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

\* Terms and conditions apply. Contact your MD On-Line Sales representative for full program details. Pricing dependant upon product.



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***SUBMIT YOUR MEDICAL CLAIMS ELECTRONICALLY  
VIA THE ACA WEBSITE, USING MD ON-LINE,  
A LEADER IN THE ELECTRONIC CLAIMS INDUSTRY!***

The American Chiropractic Association and MD On-Line have partnered to provide your office with an electronic solution to claims submission.

MD On-Line is now offering ACA members the ability to electronically submit unlimited participating payer claims for as low as \$45.99 a month!

Respond to this letter or register via the ACA website and the regular startup fee will be waived (a \$99 value). In addition, you will receive your first 60 days of service - **FREE!!**

This amounts to an incredible **savings of over \$190.00!**

To register online, please visit [www.acatoday.com](http://www.acatoday.com) and click on



Call MD On-Line at 888-499-5465 to speak to a Sales Representative or fax this completed form to 973-734-9910 for a speedy response.

Office Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Practice Management System: \_\_\_\_\_

Best time to call: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

**Hurry! This is a limited time offer.**



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**SUBMIT YOUR MEDICAL CLAIMS ELECTRONICALLY TO  
OXFORD HEALTH PLAN AND TO OVER 1,500  
ADDITIONAL PAYERS!**

**MD On-Line is offering an All-Payer electronic claims solution for your office.  
When you join this program, you will be provided with a solution to submit unlimited  
Participating electronic claims to Oxford as well as 1,500 other Payers, for a low monthly fee of  
just \$49.99.**

**MD On-Line will provide your office with unlimited participating electronic claims submissions for a low  
monthly fee starting at just \$49.99, and those offices that respond to this letter by May 31, 2005 will  
receive their first two months FREE!!\***

**As an Aetna-sponsored provider, we can provide this SPECIAL OFFER:**

**\$99 Software - FREE!**

**Your First Two Months of Service - FREE!**

**(An incredible savings of over \$195.00!)**

**Call MD On-Line today @ 888-499-5465 to order our Link software  
or fax the information below to 973-734-9910**

**- A Representative from MD On-Line will then contact your office to answer any questions you may have  
and explain all the details of this great offer. You may also visit us on the web at www.mdon-line.com**

**Office Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

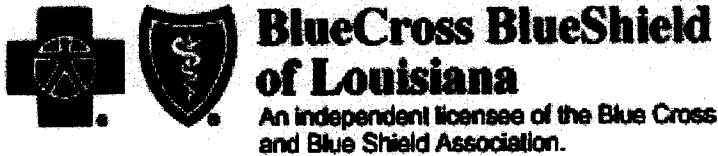
**Phone #:** \_\_\_\_\_

**Fax #:** \_\_\_\_\_

**State:** \_\_\_\_\_

**Best time to call:** \_\_\_\_\_

**Practice Management System:** \_\_\_\_\_



## **Submit Health Care Claims Electronically to Blue Cross and Blue Shield of Louisiana and over 1,500 Additional Payers using MD On-Line!**

Blue Cross and Blue Shield of Louisiana and MD On-Line, a leader in the electronic claims industry, have teamed up to provide your office with the latest technological solutions for electronic claims transactions.

MD On-Line will provide your office with unlimited participating electronic claims submissions for a low monthly fee starting at just \$49.99, *and* those offices that respond to this letter by **May 31, 2005** will receive their **first two months FREE!!**\*

MD On-Line's "LINK" solutions will assist your office in submitting electronic transactions to over 1,300 Payers nationwide that include  
***Blue Cross and Blue Shield of Louisiana, Ochsner Health Plan,  
United Healthcare, Cigna, Aetna and Prudential***  
and thousands more.

**Please call MD On-Line at 888-499-5465 to order your Link solution  
or fax the information below to 973-734-9910.**

**An MD On-Line representative will call your office to explain the details of  
this valuable offer.**

*For additional information visit [www.mdon-line.com](http://www.mdon-line.com)*

Office Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

*\* Monthly minimum fee for unlimited participating claim submissions will be waived for the first 2 months.*



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## SUBMIT YOUR MEDICAL CLAIMS ELECTRONICALLY TO MHN AND OVER 1,500 OTHER PAYERS!

MHN has partnered with MD On-Line, a leader in electronic claims processing, to provide your office with an All-Payer claims solution via the MHN website.

This notice explains how you can submit your claims to MHN and over 1,300 other participating payers nationwide, for a low monthly fee starting at just \$49.99!

MD On-Line's suite of products and services can assist your office in submitting electronic claims, whatever your technology level may be today.

As a MHN sponsored Practitioner, you can receive this SPECIAL OFFER:

**\$99 Startup Fee – FREE!**

**Two Months Service\* - FREE!**

**(A Savings of over \$198.00!)**

Visit MHN's website at [www.MHN.com](http://www.MHN.com) now to obtain information on how to participate in this valuable offer and register for MD On-Line's Link solution or just call MD On-Line today @ 888-499-5465 for assistance and more information.  
**To speed the process even more, simply fax this completed form to 973-734-9910**  
*(Upon receipt, MD On-Line will contact you to explain all the details of this great offer)*

**Practice Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

MHN is not a licensee or a licensor of software and neither guarantees the performance of such nor shall be liable for any damages related to use of software. For help regarding installation or operation of software, contact MD On-Line.\* Monthly Minimum fee of \$49.99 for 2 months.

# Exhibit C

Clients	Data	System	Misc.	Incoming Outgoing
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Show Sign-Up To Made Live -- All

Date From: 7/1/2005

Date To: 8/31/2005

Create Sign Up Report Pending

Create Sign Up Report

Create Made Live Report

**Report-Made Live**[Show All](#) [Show Pending](#) [Show Live](#)

Terminal-Status	DOCAPP Product	Sign-Up	First Test Packet	Difference	Last Test Packet	Made Live	Difference
IMKVQCGQPDMDLGLG-X	<a href="#">View</a> WEB	Thu 6/30/2005	Fri 7/1/2005	1	Fri 7/1/2005	Fri 7/1/2005	0
QHPKJITZVTSCRRTV-X	<a href="#">View</a> WEB	Tue 7/5/2005	Tue 7/5/2005	0	Tue 7/5/2005	Tue 7/5/2005	0
LTSSPBPWNWXDURSY-X	<a href="#">View</a> Link	Wed 7/6/2005	--	--	--	Wed 7/6/2005	0
NBBOHHCTEQIHDWWS-X	<a href="#">View</a> WEB	Thu 5/26/2005	Fri 5/27/2005	1	Wed 7/6/2005	Thu 7/7/2005	1
OCDYIVRJHQCOQSRW-X	<a href="#">View</a> WINLINK	Thu 7/7/2005	Thu 7/7/2005	0	Thu 7/7/2005	Thu 7/7/2005	0
CGYUBWSTPGXJEFDU-X	<a href="#">View</a> WEB	Fri 7/1/2005	Thu 7/7/2005	6	Thu 7/7/2005	Thu 7/7/2005	0
EPWZSBQJNCKUGDWZ-X	<a href="#">View</a> WEB	Thu 7/7/2005	Thu 7/7/2005	0	Thu 7/7/2005	Thu 7/7/2005	0
KOCZLSBEZWRHXNNO-X	<a href="#">View</a> WEB	Fri 7/8/2005	Fri 7/8/2005	0	Fri 7/8/2005	Fri 7/8/2005	0
XGJDATVJCTJDLRYS-X	<a href="#">View</a> Link	Mon 7/11/2005	--	--	--	Mon 7/11/2005	0
CMGNVPJEARFSRHFL-X	<a href="#">View</a> WEB	Fri 7/8/2005	Fri 7/8/2005	0	Fri 7/8/2005	Mon 7/11/2005	3
FIBGIDVRXVOHDKKG-X	<a href="#">View</a> WEB	Mon 7/11/2005	Mon 7/11/2005	0	Mon 7/11/2005	Mon 7/11/2005	0
BEKJYGLBMBBTBPMI-X	<a href="#">View</a> WINLINK	Tue 7/12/2005	Tue 7/12/2005	0	Tue 7/12/2005	Tue 7/12/2005	0
ZNFPXMGXOTBAZLFV-X	<a href="#">View</a> WEB	Wed 7/13/2005	Wed 7/13/2005	0	Wed 7/13/2005	Wed 7/13/2005	0
BWIRFYUQSMNOGNLY-X	<a href="#">View</a> WEB	Wed 7/13/2005	Wed 7/13/2005	0	Wed 7/13/2005	Wed 7/13/2005	0
QJICGUOQVSTZBMHD-X	<a href="#">View</a> WEB	Mon 7/11/2005	Mon 7/11/2005	0	Mon 7/11/2005	Wed 7/13/2005	2
UBUIJBSCUBIQVXCS-X	<a href="#">View</a> WEB	Thu 6/30/2005	Thu 6/30/2005	0	Tue 7/12/2005	Wed 7/13/2005	1
XZCJKNQQLWL VYQPW-X	<a href="#">View</a> WEB	Wed 7/13/2005	Wed 7/13/2005	0	Wed 7/13/2005	Wed 7/13/2005	0
IZFMNATEWYIQXOOA-X	<a href="#">View</a> WEB	Thu 7/14/2005	Thu 7/14/2005	0	Thu 7/14/2005	Thu 7/14/2005	0
SUWBZTZIWJRTJVPF-X	<a href="#">View</a> Link	Thu 7/14/2005	--	--	--	Thu 7/14/2005	0
RKJMYFRWGGXKDJRF-X	<a href="#">View</a> WEB	Thu 7/7/2005	Wed 7/13/2005	6	Fri 7/15/2005	Fri 7/15/2005	0



<a href="#">BFDQVGXVWHCDPWGF-X</a>	<a href="#">View</a>	WINLINK\WEB	Wed 3/14/2001	Fri 7/15/2005	1584	Fri 7/15/2005	Fri 7/15/2005	0
<a href="#">EOEKDSWCZPAKDLCT-X</a>	<a href="#">View</a>	WEB	Mon 7/18/2005	Mon 7/18/2005	0	Mon 7/18/2005	Mon 7/18/2005	0
<a href="#">RIIVJNCOKCLNTOWA-X</a>	<a href="#">View</a>	WEB	Mon 7/18/2005	Mon 7/18/2005	0	Mon 7/18/2005	Mon 7/18/2005	0
<a href="#">YHWZTYBECKLRODUF-X</a>	<a href="#">View</a>	WEB	Thu 7/14/2005	Mon 7/18/2005	4	Mon 7/18/2005	Mon 7/18/2005	0
<a href="#">ETBHVPMQMTOWNQFE-X</a>	<a href="#">View</a>	WEB	Thu 7/10/2003	Thu 7/10/2003	0	Thu 7/10/2003	Tue 7/19/2005	740
<a href="#">EQVTFZLDNCLMAIVJ-X</a>	<a href="#">View</a>	WEB	Wed 7/13/2005	Wed 7/13/2005	0	Wed 7/13/2005	Tue 7/19/2005	6
<a href="#">HDOQUAKIURLGHSFR-X</a>	<a href="#">View</a>	Link	Tue 7/19/2005	--	--	--	Tue 7/19/2005	0
<a href="#">LDMQFJFWHYTSMMD-X</a>	<a href="#">View</a>	WEB	Tue 7/19/2005	Tue 7/19/2005	0	Tue 7/19/2005	Tue 7/19/2005	0
<a href="#">ZHPHCXYBRRMDOGGK-X</a>	<a href="#">View</a>	WEB	Wed 7/20/2005	Wed 7/20/2005	0	Wed 7/20/2005	Wed 7/20/2005	0
<a href="#">OXUQFGENTGFLEMT-X</a>	<a href="#">View</a>	WEB	Wed 7/20/2005	Wed 7/20/2005	0	Wed 7/20/2005	Wed 7/20/2005	0
<a href="#">OLQYXEJHQFTQGHWM-X</a>	<a href="#">View</a>	WEB	Thu 6/30/2005	Wed 7/20/2005	20	Wed 7/20/2005	Wed 7/20/2005	0
<a href="#">CTPEVPEESMMBCNYG-X</a>	<a href="#">View</a>	Link	Thu 7/21/2005	--	--	--	Thu 7/21/2005	0
<a href="#">QNDBQVOUQNQQJVOP-X</a>	<a href="#">View</a>	WEB	Thu 7/21/2005	Thu 7/21/2005	0	Thu 7/21/2005	Thu 7/21/2005	0
<a href="#">QHUGMBXAJAAQUGFW-X</a>	<a href="#">View</a>	WEB	Fri 7/22/2005	Fri 7/22/2005	0	Fri 7/22/2005	Fri 7/22/2005	0
<a href="#">MITBFKAHSRFQWSXL-X</a>	<a href="#">View</a>	WEB	Fri 7/22/2005	Fri 7/22/2005	0	Fri 7/22/2005	Fri 7/22/2005	0
<a href="#">UWXLRECOHXVEKSYG-X</a>	<a href="#">View</a>	WEB	Mon 7/25/2005	Mon 7/25/2005	0	Mon 7/25/2005	Mon 7/25/2005	0
<a href="#">RORPPCMECJSNHECE-X</a>	<a href="#">View</a>	WEB	Thu 7/21/2005	Mon 7/25/2005	4	Mon 7/25/2005	Mon 7/25/2005	0
<a href="#">XEWVMUJHHCQOUAQJ-X</a>	<a href="#">View</a>	Link	Mon 7/25/2005	--	--	--	Mon 7/25/2005	0
<a href="#">IZGBOHOZRKZJNCOE-X</a>	<a href="#">View</a>	WEB	Fri 11/5/2004	Fri 11/5/2004	0	Fri 11/5/2004	Tue 7/26/2005	263
<a href="#">GGMPNRQCFHVPALFC-X</a>	<a href="#">View</a>	WEB	Wed 7/13/2005	Tue 7/26/2005	13	Tue 7/26/2005	Tue 7/26/2005	0
<a href="#">JUDPHXGCSGRVUSRW-X</a>	<a href="#">View</a>	WEB	Tue 7/26/2005	Tue 7/26/2005	0	Tue 7/26/2005	Tue 7/26/2005	0
<a href="#">FQJRVBLMOQVIIVBL-X</a>	<a href="#">View</a>	WEB	Wed 7/27/2005	Wed 7/27/2005	0	Wed 7/27/2005	Thu 7/28/2005	1
<a href="#">UOWLYNOOBGVBBZRN-X</a>	<a href="#">View</a>	WEB	Thu 7/28/2005	Thu 7/28/2005	0	Thu 7/28/2005	Thu 7/28/2005	0
<a href="#">OIDWVHDLVOZJWLPT-X</a>	<a href="#">View</a>	Link	Wed 7/27/2005	--	--	--	Thu 7/28/2005	1
<a href="#">QEJWUTTMVCPSDJIA-X</a>	<a href="#">View</a>	WEB	Thu 7/28/2005	Thu 7/28/2005	0	Thu 7/28/2005	Fri 7/29/2005	1
<a href="#">HCXCKUBKKHKEDIWJ-X</a>	<a href="#">View</a>	WEB	Mon 8/1/2005	Mon 8/1/2005	0	Mon 8/1/2005	Mon 8/1/2005	0
<a href="#">CLRPSOLCESUSHPTL-X</a>	<a href="#">View</a>	WEB	Tue 7/26/2005	Mon 8/1/2005	6	Mon 8/1/2005	Mon 8/1/2005	0
<a href="#">JZTTYVGXECXUHWGE-X</a>	<a href="#">View</a>	WINLINK	Mon 7/14/2003	Mon 7/14/2003	0	Mon 8/1/2005	Tue 8/2/2005	1
<a href="#">CIFKZTASZESLVYYH-X</a>	<a href="#">View</a>	WEB	Thu 7/28/2005	Mon 8/1/2005	4	Mon 8/1/2005	Tue 8/2/2005	1
			Wed	Wed				

NHZTMBDOFHPSHTCL-X	<a href="#">View</a>	WINLINK\WEB	3/5/2003	3/5/2003	0	Tue 8/2/2005	Tue 8/2/2005	0
MVAZHZTRYRPEKUS-X	<a href="#">View</a>	Link	Tue 8/2/2005	--	--	--	Tue 8/2/2005	0
VCIZOPXYQEBFWSZY-X	<a href="#">View</a>	WEB	Wed 8/3/2005	Wed 8/3/2005	0	Wed 8/3/2005	Wed 8/3/2005	0
IOBOLUFYKDWVIXGW-X	<a href="#">View</a>	WINLINK	Wed 8/3/2005	Wed 8/3/2005	0	Wed 8/3/2005	Wed 8/3/2005	0
RONJJRYCHUFOJMWY-X	<a href="#">View</a>	Link	Thu 8/4/2005	--	--	--	Thu 8/4/2005	0
ZOXEBKMGTVCCESAY-X	<a href="#">View</a>	WEB	Thu 8/4/2005	Thu 8/4/2005	0	Thu 8/4/2005	Fri 8/5/2005	1
QQLDLGUVHFTTNTSJ-X	<a href="#">View</a>	WEB	Thu 8/4/2005	Thu 8/4/2005	0	Thu 8/4/2005	Fri 8/5/2005	1
SYFUPQCMWZYLSDJ-X	<a href="#">View</a>	WEB	Fri 8/5/2005	Fri 8/5/2005	0	Fri 8/5/2005	Fri 8/5/2005	0
IRCVFHRDOZRDUUCQ-X	<a href="#">View</a>	WEB	Tue 8/2/2005	Fri 8/5/2005	3	Fri 8/5/2005	Fri 8/5/2005	0
LKRYJMGTOVXIRSMV-X	<a href="#">View</a>	Link	Fri 8/5/2005	--	--	--	Fri 8/5/2005	0
GUDMBJPXTSJIMVQA-X	<a href="#">View</a>	Link	Tue 8/9/2005	--	--	--	Tue 8/9/2005	0
YETOAZMDFWQLJOEJ-X	<a href="#">View</a>	WEB	Tue 8/9/2005	Tue 8/9/2005	0	Tue 8/9/2005	Tue 8/9/2005	0
HOHTCWIENWVEHNEJ-X	<a href="#">View</a>	WEB	Tue 8/9/2005	Tue 8/9/2005	0	Tue 8/9/2005	Tue 8/9/2005	0
HVQJFQVBPLUNSUTP-X	<a href="#">View</a>	WEB	Tue 8/9/2005	Tue 8/9/2005	0	Tue 8/9/2005	Tue 8/9/2005	0
ENIVIXCBIDAVTWEO-X	<a href="#">View</a>	WEB	Tue 8/9/2005	Tue 8/9/2005	0	Tue 8/9/2005	Wed 8/10/2005	1
KRMSTLCKHBUVULYO-X	<a href="#">View</a>	WEB	Wed 8/10/2005	Wed 8/10/2005	0	Wed 8/10/2005	Wed 8/10/2005	0
CVQVDIYKMDSWC BAG-X	<a href="#">View</a>	WINLINK\WEB	Wed 4/4/2001	--	--	--	Wed 8/10/2005	1589
VOJHEONOHXSGGZQN-X	<a href="#">View</a>	Link	Wed 8/10/2005	--	--	--	Wed 8/10/2005	0
GETGVAXCRKVCXQF-X	<a href="#">View</a>	WEB	Tue 8/9/2005	Tue 8/9/2005	0	Tue 8/9/2005	Wed 8/10/2005	1
DHDEZTWTDTSZMZPU-X	<a href="#">View</a>	WEB	Thu 8/11/2005	Thu 8/11/2005	0	Thu 8/11/2005	Thu 8/11/2005	0
MBHFNGENTIZEBXDL-X	<a href="#">View</a>	Link	Thu 8/11/2005	--	--	--	Thu 8/11/2005	0
OUHVUCUCWKHQNDMA-X	<a href="#">View</a>	WEB	Wed 5/18/2005	Thu 8/11/2005	85	Thu 8/11/2005	Thu 8/11/2005	0
MMYKEKKVWUATEEMW-X	<a href="#">View</a>	WEB	Thu 7/21/2005	Thu 8/11/2005	21	Thu 8/11/2005	Fri 8/12/2005	1
IQIYSHHNSMIYECTX-X	<a href="#">View</a>	Link	Fri 8/12/2005	--	--	--	Fri 8/12/2005	0
WCWPYDDVMHUTWNXF-X	<a href="#">View</a>	WEB	Tue 11/13/2001	--	--	--	Mon 8/15/2005	1371
UCQALKBTMAJWIXNF-X	<a href="#">View</a>	WEB	Wed 8/3/2005	Wed 8/3/2005	0	Fri 8/12/2005	Tue 8/16/2005	4
BITFFBWLEQQIYGO-X	<a href="#">View</a>	WEB	Tue 8/16/2005	Tue 8/16/2005	0	Tue 8/16/2005	Tue 8/16/2005	0
KWENUJXLZDXVRV-X	<a href="#">View</a>	WEB	Mon 8/8/2005	Wed 8/10/2005	2	Tue 8/16/2005	Tue 8/16/2005	0
BQXSYJFWFQLLZCW-X	<a href="#">View</a>	WEB	Tue 8/16/2005	Tue 8/16/2005	0	Tue 8/16/2005	Tue 8/16/2005	0
FDLSCGAMKQOBKMGP-X	<a href="#">View</a>	WEB	Wed 8/17/2005	Tue 8/16/2005	-1	Tue 8/16/2005	Wed 8/17/2005	1

<u>KOENRNGTQXRBNDHN-X</u> <u>View</u>	WEB	Wed 8/17/2005	Tue 8/16/2005	-1	Tue 8/16/2005	Wed 8/17/2005	1
<u>KXEJOOZYYGMRFIAM-X</u> <u>View</u>	Link	Wed 8/17/2005	--	--	--	Wed 8/17/2005	0
<u>WKUEDYPUKUDDRLZL-X</u> <u>View</u>	Link	Wed 8/17/2005	--	--	--	Wed 8/17/2005	0
<u>LCKHXBXUPQHQBUX-X</u> <u>View</u>	WEB	Thu 8/18/2005	Thu 8/18/2005	0	Thu 8/18/2005	Thu 8/18/2005	0

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**A List (Signed-Up): 81**

**B List (Made Live): 83**

**Total on Page: 83**

# Exhibit D

**Kentner, Curt**

**From:** Dannenbaum, Nick  
**Sent:** Monday, August 15, 2005 5:05 PM  
**To:** Kentner, Curt  
**Subject:** FW: Live AZ Site  
**Importance:** High

Interesting supportive email from Steve Brescia .

Our IL pilot program kicked off in early 2004.

-----Original Message-----

**From:** Brescia, Steve [mailto:sbrescia@webmd.net]  
**Sent:** Monday, January 26, 2004 4:26 PM  
**To:** Nick Dannenbaum (E-mail)  
**Cc:** Giessuebel, Steve; Bill Bartzak (E-mail)  
**Subject:** RE: Live AZ Site  
**Importance:** High

ALL,

Nice Goin! THANKS!

Nick,

This is the one that was the "Issue w/Lori" from last week:

See below from John:

Steve,

I had a conversation with Terri Jamerson at Founders Healthcare LLC dba Preferred Home Care today. I contacted her because this site is on our Aetna Competitive target list that has WebMD bonus potential value of \$8000 from Aetna. **Terri told me that in December she had submitted enrollment papers to WebMD for Office, but she did not have a sales person to work with and had not been contacted by any implementation staff at WebMD.**

I told her she had a choice. She could wait or she could work with MDOL and be submitting claims by the end of the day. I explained the relationship that we have with MDOL as a business partner that provides excellent customer service and enhanced implementation of the claims batching service. I also told her that regardless of which system she chose, the claims all end up at the same clearinghouse. She said that the information that I gave to her was clear and that she understood the choices.

Today the MDOL team has already contacted the site's vendor and has received permission from them to get a test file.

Hope this clarifies the situation.

John

8/18/2005

Steve Brescia (201)-398-2626  
Director, Strategic Programs  
**WebMD / Envoy®**  
sbrescia@webmd.net

-----Original Message-----

**From:** Dannenbaum, Nick [mailto:NDannenbaum@mdon-line.com]  
**Sent:** Monday, January 26, 2004 3:07 PM  
**To:** John Kost  
**Cc:** Steve Brescia; Giessuebel, Steve  
**Subject:** Live AZ Site

John-

The following office has gone Live with MDOL this afternoon. I do not have any record of this lead being sent over to MDOL from WebMD, and Steve G. informs me that you gave him the lead verbally. Please indicate from where this lead originated..

PREFERRED HOMECARE  
2546 W. BIRCHWOOD AVE  
MESA, AZ 85202  
480-446-9010  
Tax ID- 860898663

Thanks!

Nick

8/18/2005

# Exhibit E

**Kentner, Curt**

---

**From:** Hill, Richelle [RHill@emdeon.com]  
**Sent:** Friday, August 05, 2005 5:25 PM  
**To:** Kentner, Curt; rhill@webmd.net  
**Cc:** Bartzak Bill; jdc@cdm-law.com; Geiger, Marianne  
**Subject:** RE: FW: Conference call with MDOnline - sharing great news

Curt-

Thanks for your follow-up email below. Marianne and I have both communicated your concerns to upper management. We will be in touch!  
Thanks again and have a great weekend!

Richelle Hill  
Corporate Account Manager  
Emdeon Corporation  
Office 615-886-9354  
Cell 615-472-1732

-----Original Message-----

From: Kentner, Curt [mailto:Curt@mdon-line.com]  
Sent: Friday, August 05, 2005 3:18 PM  
To: rhill@webmd.net  
Cc: Bartzak Bill; Kentner, Curt; jdc@cdm-law.com  
Subject: FW: FW: Conference call with MDOnline - sharing great news  
Importance: High

Richelle,

This is to confirm the content and action items of the conference call just held with regards to WebMD's intended corporate name change to Emdeon. Attending the call, from MD On-Line, were Michele Lapinski, Jonathan Clemente and myself. I understand that Marianne Geiger joined you to represent WebMD in the discussion. Your presentation began by describing the new corporate name, beginning with its spelling, and an explanation of its origination, apparently a composite of past names including Envoy, WebMD, and Healtheon.

During this call, we communicated our serious concerns regarding the phonetic similarity between our company names and the confusion that it would cause. MD On-Line already experiences a regular level of customer confusion just by the fact that WebMD and MD On-Line have somewhat similar names, while offering similar services in the same marketplace.

It is our opinion that WebMD will create additional confusion by the use of a name that is phonetically indistinguishable from the first half of MD On-Line's trademarked name, thereby infringing upon the rights conferred by that trademark.

You assured us that, by the end of today, you would bring all of our concerns to the attention of your upper management including Ryan Smith, Matt Donaldson, Chris Meffe, Sajid Khan and Tony Holcombe.

Thanks you for your attention to this extremely important matter.

Sincerely,

Curtis Kentner  
Chief Operating Officer

MD On-Line, Inc.  
4 Campus Drive  
Parsippany, NJ 07054  
Phone: (888) 499-5465



Fax: (973) 734-9910

www.mdon-line.com <<http://www.mdon-line.com/>>

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From: Hill, Richelle [mailto:[rhill@webmd.net](mailto:rhill@webmd.net)]

Sent: Wednesday, August 03, 2005 4:33 PM

To: Bartzak Bill; Kentner, Curt; Gress, Joe; Holder, John; Lapinski, Michele; Dannenbaum, Nick; Dickinson, Stephanie; Geiger, Marianne

Subject: Conference call with MDOonline - sharing great news

When: Friday, August 05, 2005 1:00 PM-1:30 PM (GMT-06:00) Central Time (US & Canada).

Where: 866-711-8965 participant code 845632

\*~\*~\*~\*~\*~\*~\*~\*~\*~\*

There is some exciting and important news that I need to share with each of you. Thanks in advance for your time, talk to you soon.